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Attorney for Debtor

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

In re:

MARJAN MONIQUE BAKER

Debtor

Case No.: 18-50134-MEH

**DECLARATION OF DEBTOR IN
SUPPORT OF MOTION FOR ORDER
AUTHORIZING SALE OF REAL
PROPERTY ON 3182 KIRK RD, SAN
JOSE, CA**

CHAPTER 13

Date: March 29, 2018
Time: 9:30 a.m.
Court: 280 South First Street, San Jose, CA
95113, Room 3020

I, Marjan Monique Baker, declare and say:

1. I am a joint owner of real property located at 3182 Kirk, San Jose, CA 95124

[hereinafter "Property"]. I jointly own the Property with my estranged Husband Kevin L. Baker.

The Assessor's Parcel Number is 447-06-006. The Property is described as follows:

Real Property in the City of San Jose, County of Santa Clara, State of California, described as follows:

Lot 230, as shown upon that certain map entitled, "Tract No. 1095 Hacienda Gardens Unit No.2," which map was filed for record in the Office of the Recorder of the County of Santa

1 Clara, State of California, on February 10, 1953 in Book 41 of Maps at pages 42 and 43

2 Excepting therefrom the underground water or rights thereto, with no rights of surface
3 entry, as quitclimed to San Jose Water Works, a California Corporation, by Instrument
4 recorded in Book 2600 of Official Records, Page 323

5 2. On or about October 2, 2014 Kevin L. Baker and I executed a deed of trust ("1st
6 Trust Deed" hereinafter) in favor of Interbank Mortgage Company recorded against the Property
7 on October 9, 2014 as Document No. 22737340 in the Official Records of Santa Clara County.
8 On information and belief, together with the execution of the 1st Trust Deed, Kevin L. Baker also
9 executed a promissory note ("1st Note" hereinafter) securing an obligation of \$417,000. A true
10 and correct copy of 1st Trust Deed is attached hereto as Exhibit "1".

12 3. I am informed and believe that the 1st Note and the 1st Trust Deed are now owned
13 or serviced by Mr. Cooper.

14 4. I estimated that the balance of the 1st Note was approximately \$393,018.18 as of
15 the time of the filing of the petition.

16 5. On or about January 23, 2007, Kevin L. Baker executed a deed of trust ("2nd Trust
17 Deed" hereinafter) in favor of JPMorgan Chase Bank, N.A. recorded against the Property on
18 January 26, 2007 as Document No. 19279585 in the Official Records of Santa Clara County. On
19 information and belief, together with the execution of the 2nd Trust Deed, Kevin L. Baker also
20 executed a note ("2nd Note" hereinafter) securing an obligation of \$157,250. A true and correct
21 copy of 2nd Trust Deed is attached hereto as Exhibit "2".

22 6. I estimated that the balance of the 2nd Note and the 2nd Trust Deed was \$132,324.39
23 as of the time of the filing of the petition.

24 7. The Property was listed for sale with Realty One Group Infinity which has
25 procured Premier Properties and Financial, Inc. ("Buyer" hereinafter), ready, willing and able to
26

1 purchase the Property for \$685,000. A true and correct copy of the purchase agreement is attached
2 hereto as Exhibit "3." There was a misunderstanding as to the purchase price. While Premier
3 Properties and Financial, Inc. believed that the purchase price was \$685,000, Kevin Baker and I
4 contended that the purchase price was \$785,000. Subsequently, buyer filed a complaint against
5 Kevin Baker and me and recorded a Lis Pendens against the Property.
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7 8. Buyer, Kevin Baker and I attended mediation. As a result, the parties compromised
8 their dispute and resolved the claims. Among other things, the purchase price of the Property is
9 determined to be \$725,000 and Kevin Baker and I shall receive \$60,000 from our broker's
10 insurance carrier. The terms and conditions are set forth in the Settlement Agreement and Mutual
11 General Release, a true and copy of which is attached hereto as Exhibit "4."

12 9. Escrow has been opened with Chicago Title Company, located at 634 N. Santa
13 Cruz Ave Suite 100, Los Gatos, CA 95030. The Escrow number is FWPS-3021170822. The
14 Escrow Officer is Stephanie Evans. Her phone number is (408) 354-7670 and her email address is
15 Stephanie.Evans@ctt.com.
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17 10. Debtor/seller' agent is Steven Luethje with Realty One Group Infinity. His address
18 is 910 E. Hamilton Ave, Ste 100, Campbell, CA 95008. His phone number is (408) 669-3207. The
19 anticipated commission for Steven Luethje is \$0 pursuant to the Settlement Agreement and Mutual
20 General Release.
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22 11. Buyer' agent is Joseph Koch with Fireside Realty. His address is 7111 Lincoln
23 Ave, San Jose, CA 95125. His phone number is (408) 849-9444. His email address is
24 joekochrealtor@hotmail.com. The anticipated commission for Joseph Koch is \$14,500.

25 12. A true and correct copy of the Chicago Title Company estimated closing statement
26 is attached hereto as Exhibit "5".
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28 13. I am un-related to buyer and un-related to the real estate agent in the transaction.

1 14. I expect to receive proceeds from the sale as provided in the estimated closing
2 statement attached hereto. I also expect to receive \$30,000 from our broker and/or its insurance. I
3 will use the proceeds to pay down my Chapter 13 Plan payments.

4 15. I am informed and believe that The Fuller Law Firm, P.C. shall apply for fees
5 related to the services rendered in this case through a fee application and requests that the fees be
6 held by the Trustee from escrow.
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9 I declare under penalty of perjury under the laws of the United States of America that the
10 foregoing is true and correct.
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12 Dated: 2/17/2018

13 /s/ Marjan Monique Baker
14 Debtor: MARJAN MONIQUE BAKER
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